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0100410027

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 28, 1994

18827-1
48

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Supplement No. 2 to Assignment and Security Agreement (Chattel Mortgage), dated as of October 26, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed June 1, 1994 under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment covered by the enclosed document is attached to the Supplement No. 2 as Schedule I.

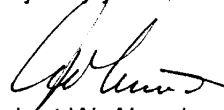
Edward P. M. Linn

Mr. Vernon A. Williams
October 28, 1994
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. W. Alvord", written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/28/94

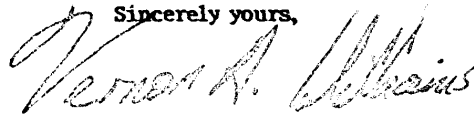
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/28/94 at 10:45AM, and assigned recordation number(s). 18827-C.

Sincerely yours,



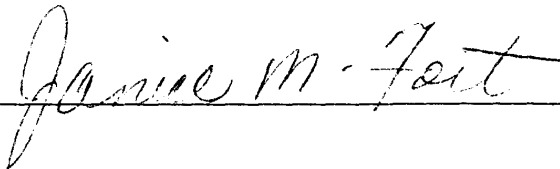
Vernon A. Williams
Acting Secretary

Enclosure(s)

(0100418023)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18827-C
45th

**SUPPLEMENT NO. 2
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

SUPPLEMENT No. 2 to the ASSIGNMENT AND SECURITY AGREEMENT (CHATTEL MORTGAGE) (the "Security Agreement") dated as of May 31, 1994, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) Certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of this 26th day of October, 1994.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Treasurer

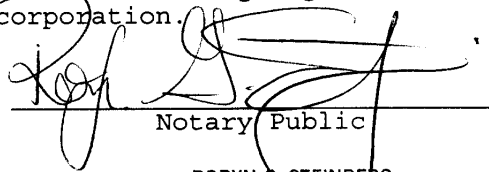
FLEET BANK

By: 

Name: Juan M. Gonzalez
Title: Senior Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this **26th day of October, 1994**, before me, personally appeared **Robert J. Mitchell**, to me known, who being by me duly sworn, says that he resides at **Woodbury, New York** and is **Treasurer** of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

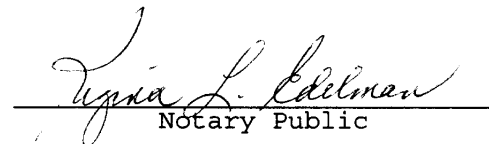


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST502624
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this *27th* day of *October*, 199*4*, before me, personally appeared *Guan M. Cellagi*, to me known, who being by me duly sworn, says that he resides at *Huntington, New York* and is *Vice President* of FLEET BANK; that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

REGINA L. EDELMAN
NOTARY PUBLIC, State of New York
No. 41-4505178
Qualified in Queens County
Commission Expires February 28, 1996

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
ALLIED-SIGNAL, INC.	62110171	ACFX 69566
		ACFX 69567
ALLIED-SIGNAL, INC.	62110171	
FINA OIL AND CHEMICAL COMPANY	58570035	ACFX 69245
		ACFX 69246
		ACFX 69247
		ACFX 69248
		ACFX 69249
		ACFX 69250
		ACFX 69251
		ACFX 69252
		ACFX 69253
		ACFX 69254
		ACFX 69255
		ACFX 69256
		ACFX 69257
		ACFX 69258
		ACFX 69259
		ACFX 69260
		ACFX 69261
		ACFX 69262
		ACFX 69263
		ACFX 69264
		ACFX 69265
		ACFX 69266
		ACFX 69267
		ACFX 69268
		ACFX 69269
		ACFX 69270
		ACFX 69271
		ACFX 69272
		ACFX 69273
		ACFX 69274
		ACFX 69275
		ACFX 69276
		ACFX 69277
		ACFX 69278
		ACFX 69279
		ACFX 69280
		ACFX 69281
		ACFX 69282
		ACFX 69283
		ACFX 69284
		ACFX 69285
		ACFX 69286
		ACFX 69287

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
		ACFX 69288
		ACFX 69289
		ACFX 69290
		ACFX 69291
		ACFX 69292
		ACFX 69293
		ACFX 69294
		ACFX 69295
		ACFX 69296
		ACFX 69297
		ACFX 69298
		ACFX 69299
		ACFX 69300
		ACFX 69301
		ACFX 69302
		ACFX 69303
		ACFX 69304
		ACFX 69305
		ACFX 69306
		ACFX 69307
		ACFX 69308
		ACFX 69309
		ACFX 69310
		ACFX 69311
		ACFX 69312
		ACFX 69313
		ACFX 69314
		ACFX 69315
		ACFX 69316
		ACFX 69317
		ACFX 69318
		ACFX 69319
		ACFX 69320
		ACFX 69321
		ACFX 69322
		ACFX 69323
		ACFX 69324
		ACFX 69325
		ACFX 69326
		ACFX 69327
		ACFX 69328
		ACFX 69329
		ACFX 69330
		ACFX 69331
		ACFX 69332
		ACFX 69333
		ACFX 69334

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
		ACFX 69335
		ACFX 69336
		ACFX 69337
		ACFX 69338
		ACFX 69339
		ACFX 69340
		ACFX 69341
		ACFX 69342
		ACFX 69343
		ACFX 69344
FINA OIL AND CHEMICAL COMPANY	58570035	
BASF CORPORATION CHEMICALS DIVISION	71140059	ACFX 45793
		ACFX 45794
		ACFX 45795
		ACFX 45796
		ACFX 45797
		ACFX 45798
		ACFX 45799
		ACFX 45800
		ACFX 45801
		ACFX 45802
BASF CORPORATION CHEMICALS DIVISION	71140059	
ENGLEHARD CORP	7730056	ACFX 45893
		ACFX 45894
		ACFX 45895
		ACFX 45896
		ACFX 45897
		ACFX 45898
		ACFX 45904
		ACFX 45905
		ACFX 45906
		ACFX 45907
		ACFX 45908
		ACFX 45909
ENGLEHARD CORP	7730056	
GRAIN PROCESSING CORP	6112	ACFX 59784
GRAIN PROCESSING CORP	6112	
JIM BEAM	6035	ACFX 95291
		ACFX 95292
JIM BEAM	6035	
JOHNSON & JOHNSON	5974	ACFX 45879
		ACFX 45880

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
JOHNSON & JOHNSON	5974	
J M HUBER CORPORATION	5887	ACFX 69079 ACFX 69080 ACFX 69081 ACFX 69082 ACFX 69083 ACFX 69084 ACFX 69085 ACFX 69086 ACFX 69087 ACFX 69088 ACFX 69089 ACFX 69090
J M HUBER CORPORATION	5887	
MILES	6135	ACFX 69568 ACFX 69569 ACFX 69570 ACFX 69571 ACFX 69572 ACFX 69573 ACFX 69574 ACFX 69575 ACFX 69576 ACFX 69577 ACFX 69578 ACFX 69579 ACFX 69580 ACFX 69581
MILES	6135	
PENFORD PRODUCTS	6012	ACFX 45881 ACFX 45882 ACFX 45883 ACFX 45884 ACFX 45885 ACFX 45886 ACFX 45887 ACFX 45888 ACFX 45889 ACFX 45890 ACFX 45891 ACFX 45892
PENFORD PRODUCTS	6012	
RHONE-POULENC BASIC CHEMICALS CO.	49710827	ACFX 95090

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	ACFX	CAR IDENT
		ACFX	95091
RHONE-POULENC BASIC CHEMICALS CO.	49710827	ACFX	95092
ARISTECH CHEMICAL CORPORATION	27530121	ACFX	95251
		ACFX	95252
		ACFX	95253
		ACFX	95254
		ACFX	95255
		ACFX	95256
		ACFX	95257
		ACFX	95258
		ACFX	95259
		ACFX	95260
ARISTECH CHEMICAL CORPORATION	27530121		
THIELE KAOLIN COMPANY	6071	ACFX	95388
		ACFX	95389
		ACFX	95390
		ACFX	95391
		ACFX	95392
		ACFX	95393
		ACFX	95394
		ACFX	95395
		ACFX	95396
		ACFX	95397
		ACFX	95398
		ACFX	95399
		ACFX	95400
		ACFX	95401
		ACFX	95402
		ACFX	95403
		ACFX	95404
		ACFX	95405
		ACFX	95406
		ACFX	95407
		ACFX	95408
		ACFX	95409
		ACFX	95410
		ACFX	95411
		ACFX	95412
		ACFX	95413
		ACFX	95414
		ACFX	95415
		ACFX	95416
		ACFX	95417
THIELE KAOLIN COMPANY	6071		

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
MARSULEX INC.	5959	ACFX 95236
MARSULEX INC.	5959	
OMYA INCORPORATED	6080	ACFX 95305
		ACFX 95306
		ACFX 95307
		ACFX 95308
		ACFX 95309
		ACFX 95310
		ACFX 95311
		ACFX 95312
		ACFX 95313
		ACFX 95314
		ACFX 95315
		ACFX 95316
		ACFX 95317
		ACFX 95318
		ACFX 95319
		ACFX 95320
		ACFX 95321
		ACFX 95322
		ACFX 95323
		ACFX 95324
		ACFX 95325
		ACFX 95326
		ACFX 95327
		ACFX 95328
		ACFX 95329
		ACFX 95330
		ACFX 95331
		ACFX 95332
		ACFX 95333
		ACFX 95334
		ACFX 95335
		ACFX 95336
		ACFX 95337
		ACFX 95338
		ACFX 95339
		ACFX 95340
		ACFX 95341
		ACFX 95342
		ACFX 95343
		ACFX 95344
		ACFX 95345
		ACFX 95346
		ACFX 95347

SCHEDULE I
(TO SECURITY AGREEMENT)

EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT
		ACFX 95348
		ACFX 95349
		ACFX 95350
		ACFX 95351
		ACFX 95352
		ACFX 95353
		ACFX 95354
		ACFX 95355
		ACFX 95356
		ACFX 95357
		ACFX 95358
		ACFX 95359
		ACFX 95360
		ACFX 95361
		ACFX 95362
		ACFX 95363
		ACFX 95364
		ACFX 95365
		ACFX 95366
		ACFX 95367
		ACFX 95368
		ACFX 95369
		ACFX 95370
		ACFX 95371
		ACFX 95372
		ACFX 95373
		ACFX 95374
		ACFX 95375
		ACFX 95376
		ACFX 95377
		ACFX 95378
		ACFX 95379
OMYA INCORPORATED	6080	
NAN YA PLASTICS CORP. AMERICA	6130	ACFX 69345
		ACFX 69346
		ACFX 69347
		ACFX 69348
		ACFX 69349
		ACFX 69350
		ACFX 69351
		ACFX 69352
		ACFX 69353
		ACFX 69354
		ACFX 69355
NAN YA PLASTICS CORP. AMERICA	6130	